

DOCKET NO. NOKI14-00015  
Customer No. 33176

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : AMIT MATE AND MIKKO RINNE  
U.S. Serial No. : 10/030,207  
International Application No. : PCT/IB00/00962  
International Filing Date : July 3, 2000  
For : METHOD AND SYSTEM FOR DATA RECEPTION  
ACKNOWLEDGMENT  
Group No. : Unknown  
Examiner : Not Yet Assigned

**BOX PCT**  
Commissioner for Patents  
Washington, D. C. 20231

Sir:

**PETITION PURSUANT TO 37 C.F.R. 1.47(a)**

The undersigned practitioner, Robert H. Kelly, hereby petitions to make the above-identified application by co-inventor Mikko Rinne, on behalf of non-signing co-inventor Amit Mate.

As set forth in the enclosed Statement of Pertinent Facts, the non-signing co-inventor Amit Mate, cannot be found or reached after diligent effort.

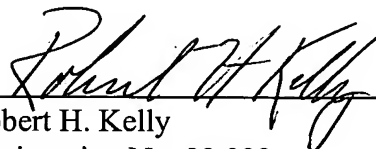
Enclosed herewith is an Inventors' Declaration executed by the available co-inventor Mikko Rinne, together with the fee set forth in 37 C.F.R. 1.17(h), and the Statement of Pertinent Facts.

The last-known address of the non-signing, co-inventor Amit Mate is: 95, Gajanan Dham,  
Nagpur-440025, India.

Respectfully submitted,

DAVIS MUNCK, P.C.

Date: 23 Sep 02

  
Robert H. Kelly  
Registration No. 33,922

P.O. Box 802432  
Dallas, Texas 75380  
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Rec'd PTO 30 SEP 2002

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Sir:

**STATEMENT OF PERTINENT FACTS ACCOMPANYING**  
**PETITION PURSUANT TO 37 C.F.R. 1.47(a)**

I, Robert H. Kelly, affiant herein, hereby state and declare as follows:

1. I am a registered patent attorney, registration No. 33,922. I prepared and filed the subject patent application on behalf of the assignee, Nokia Corporation.

2. The subject patent application was filed under 35 U.S.C. §371, based upon a priority application, International Application No. PCT/IB00/00962. The international application claimed

the priority of a corresponding Great Britain patent application, application number 9915593.9, filed on 2 July 1999.

3. Nokia Corporation is the assignee, by operation of law and contract of all of the entire ownership rights of the subject patent application.

4. The invention disclosed in the specification and recited in the claims of the subject patent application was invented by the named co-inventors. Namely, the co-inventors of the subject patent application are: Mikko Rinne and Amit Mate.

5. Both of the co-inventors were employees of the assignee, Nokia Corporation, when the subject patent application was invented.

6. Co-inventor Amit Mate was employed by the Nokia Corporation as a research engineer in the corporation's research center, located at Lauttasaari, Finland, between 1 January 1999 and 24 November 2001.

7. By employment contract agreement dated 3 November 1998, co-inventor Amit Mate agreed to be bound by the instructions and regulations in effect at the Nokia Corporation. A copy of the employment contract is attached hereto as Exhibit A.

8. Responsive to instructions that I received on 21 December 2001, I filed the subject patent application with the United States Patent and Trademark Office on 31 December 2001. The application was filed without an executed declaration or assignment document.

9. On 2 January 2002, I forwarded an assignment document and a declaration for execution by the co-inventors.

10. Upon information and belief, a first effort was made by personnel of the Nokia Corporation to contact the co-inventors to obtain their execution of the documents immediately thereafter.

11. Upon information and belief on, or about, 17 April 2002, a reminder was forwarded to the co-inventors to execute the assignment and declaration documents.

12. On, or about, 2 August 2002, the documents forwarded to co-inventor Amit Mate were returned to the Nokia Corporation as undeliverable to the co-inventor. Declaration and Assignment documents provided to co-inventor Mikko Rinne had, however, been executed and returned.

13. By correspondence dated 8 August 2002, I prepared the declaration, enclosed herewith under separate title, for signature by the available co-inventor Mikko Rinne, to execute on behalf of the unavailable co-inventor Amit Mate.

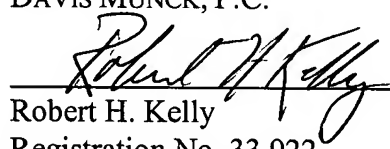
14. By correspondence dated 20 September 2002, I received the executed declaration, executed by co-inventor Mikko Rinne on behalf of himself and co-inventor Amit Mate.

15. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are also believed to be true. I am aware that willful false statements and the like are punishable by fine or imprisonment, or both (18 U.S.C. §1001) and may jeopardize the validity of the application or any patent issuing thereon.

Dated: September 23, 2002

Respectfully submitted,

DAVIS MUNCK, P.C.

  
Robert H. Kelly  
Registration No. 33,922

Date: \_\_\_\_\_

23 Sep 02

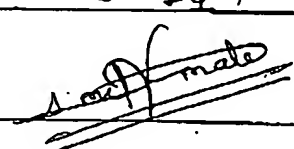

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U.S. SERIAL NO. 10/030,207  
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**EXHIBIT "A"**

**EMPLOYMENT CONTRACT OF CO-INVENTOR AMIT MATE**

**NOKIA****TYÖSOPIMUS / CONTRACT OF EMPLOYMENT**

Sukunimi / Surname <b>Amit Vishvambhar</b>		Etunimet / First names <b>Mate</b>		Henkilötunnus / Pers. Id. code <b>210675</b>		Henk.no / Empl. no. <b>4614</b>	
Kotiosoite / Home address <b>95, Gajanan Dham Nagpur-25, Maharashtra, India</b>				Puhelin / Phone <b>+9712-261408</b>			
Yksikkö / Unit <b>Research Center</b>		Osasto / Department <b>Radio Communications</b>		Kp / cc <b>0950</b>		Töimipaikka / Location <b>Ilauttasaari</b>	
Töhtivärimike työsuhteen alkaessa / Job title at the beginning of employment <b>Research Engineer</b>				Esimies / Supervisor <b>Kari Kalliojärvi</b>			
Työsuhteen alkamispäivä / Date of employment <b>01.01.1999</b>				Koeaika / Probationary period <b>4 kuukautta / months</b>			
Työsuhte / Employment <input checked="" type="radio"/> Toistaiseksi voimassa oleva Permanent employment <input type="radio"/> Määräaikainen Fixed-term until Määräaikaisen työn yksilöinti / Description of fixed-term job							
Sovellettu työehtosopimus / Agreement applied <input checked="" type="radio"/> Ylempien toimihenkilöiden sopimus Senior Salaried Employee Agreement <input type="radio"/> Teollisuustoimihenkilöiden sopimus Industrial Salaried Employee Agreement <input type="radio"/> Tekn. toimihenkilöiden sopimus Technical Employee Agreement <input type="radio"/> Työntekijöiden sopimus Hourly Worker Agreement							
Vuosiloma / Annual leave Noudatetaan vuosilomalakia / In compliance with the Annual Holiday Act							
Vöystarkastus / Medical examination Työsuhteen voimaantulo edellyttää työhöntulotarkastusta joka on suoritettu; Medical examination, required before employment, has been carried out on:				Tarkastusaika / Examination date			
Työaika / Working hours Viikkotyöaika 37.5 Tuntia Weekly working hours Hours				Palkka työsuhteen alussa / Salary or wage at the beginning of employment Palkka 12.500,- mk/kuukausi Salary/Wage FIM/Month			
Irtisanomisaika / Period of notice Noudatetaan voimassa olevaa työehtosopimusta ja työehtosopimusta In accordance with the Contract of Employment Act and the collective agreement valid at any given time Ylempien toimihenkilöiden irtisanomisaika: Notice period for a senior salaried employee 2 kuukautta months							
Matkakustannusten korvaus määräytyy yhtiön kulloinkin voimassaolevan matkustussäännön mukaan Compensation for travel expenses is paid in the line with the company travel policy Ellei toisin ole sovittu muut työehdot määräytyvät sovellettavan työehtosopimuksen mukaisella tavalla Unless otherwise agreed, all other terms and conditions are determined in accordance with the agreement applied							
Toimihenkilötyöntekijä ei saa sivulisille ilmaista työnantajan liike- ja ammattisalaisuuksia eikä ilman johdon suostumusta antaa työnantajan toimintaa koskevia tietoja julkisuuteen. Sivutöiden ja -ammatin pitäminen edellyttää työnantajan lupaa. Sen lisäksi mitä yllä on sovittu, työsuhteessa noudatetaan työpalkalla kulloinkin voimassa olevia ohjeita ja määräyksiä. The employee may not disclose employer's trade secrets to a third party, nor divulge any information regarding the operations of the employer without the consent of the management. To hold a secondary occupation and profession, the employee requires an approval from the employer. In addition to the above, the instructions and regulations in effect at the place of work are to be followed.							
Muut ehdot ja lisäehdot / Additional terms and conditions The contract will only be valid if the work permit and residence visa are granted.							
Tämä sopimus on laadittu kahtena samansisällöisenä kappaleena, yksi kummallekin osapuolelle. / This contract is drawn up in duplicate, one copy for each party.							
3. 10. / 1998  Toimihenkilö / Employee				<b>NOKIA RESEARCH CENTER</b>  Lea Aikaa-Kohonen, Manager of Human Resources			

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 kotipaikka: Helsinki  
 rekisterinumero: 2253

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 FIN 02045 Nokia Group

**BEST AVAILABLE COPY**